THE CASE OF JUDGE WATROUS.

From Our Own Correspondent. WASHINGTON, Friday, Dec. 10, 1858. The case of Judge Watrous of Texas occupied the House yesterday and to day, to the exclusion of every other topic. The Judiciary Committee, to whom the case was submitted, are equally divided upon it. Messra Houston of Alabama, Billingburst of Wisconsin, Taylor of Louisians and Chapman of Pennsylvania being for impeachment, while Tappan of New-Hampshire, Craige of North Carolina, Ready of Tennessee and Horace F. Clark of New-York are in favor of Judge Watrous. The nieth member of the Committee, Mr. Caskie of Virginia, considered it improper for him to bave anything to do with the case, because certain pecuniary interests of his own might be in some way affected by the decision. He therefore did not attend the sessions of the Committee, but I am informed that he is convinced of the innocence of Judge Watrous.

The question does not seem to have any political bearing outside of the local politics of Texas. Judge Watrons is a lawyer and jurist of distinguished ability and of high personal character; is a Northern man by birth and a Southern man by residence and associations; he is a native of Connecticut. Of the Committee, two of those against him are from the North and two from the South; two of those for him are from the North and two from the South. Of the two Republicans of the Committee, Tappan is for him and Billinghurst against him. The Texas Senators and Representatives in Congress, like the Committee, are equally divided on the subject.

The defendant in the case is John C. Watrous Judge of the District Court of the United States

for the State of Texas. Two memorials have been presented to the House, praying for his impeachment, one of them by Eliphas Spencer, and the other by Jacob Mussina. It is alleged in the memorial of Spencer that Judge Watrous engaged in extensive speculations in real estate in his judi-cial district, where he knew the titles were in dispute, and that he employed his Court as the means of promoting the interests of himself and partners in the speculation, and to secure an advantage over others with whom litigation was apprehended. The evidence before the Judiciary Committee presents the following points, as stated yesterday by Mr. Chapman of Pennsylvania, and to-day by Mr. Billinghurst of Wisconsin.

By a law of Mexico previous to the independence of Texas, citizens of that State could, by depositing in the Treasury \$1,000, obtain from the Secretary of State a grant of land of eleven leagues, or about 48,000 acres. In 1850, two brothers, Raphael de Aguirre and José Maria de Aguirre, and Thomas de la Vega, their brother-in-law, deposited in the Treasury \$3,000, and received grant in one paper of three eleven-league tracts of lands on the Brazos to those three individuals in severalty. In 1852, the grantees made a power of attorney to Samuel M. Williams, then a citizen of Texas, to locate and survey these several grants. A few days afterward the power of attorney to locate and survey was executed. Samuel M. Williams received—it is said, on the part of Judge Watrous-a power of attorney from parties to sell and convey these same lands. It is alleged, on the part of the memorialists, that mas de la Vega and Raphael de Aguirre never executed this last power of attorney; but it is conceded that they executed the first power of attor-

ney.
In 1850, in the month of May or June, Thomas M. League, a citizen of Texas, a land speculator and a client of Watrous before the Judge went upon the bench, and a confidential and intimate friend afterward, went to Watrous, and proposed to him to unite in buying the eleven-league tract, which was located by virture of the grant to Thomas de la Vega. Judge Watrous asked if the title were good. Mr. League said that Judge Hughes had examined it. Judge Hughes was the confidential and professional adviser of Judge Watrous, and he was the confidential adviser and legal counsel of Thomas M. League. Judge Watrous replied, "I have not the means; but I have friends in Alabama who will invest, if the title be good." He wrote to his friends in Ala-bama, Messrs. Lapsley, Frow, Price, Pluttenberg. and Goldsby, residents at Seima. After receiving the letter of Judge Watrous, two of these gentlemen went to Galveston, met with Watrous, League, and Hughes, and held a consultation. Frow and Price then went together to this land on the Brazos, about 250 miles from Galveston, examined it, were satisfied with its quality and value, returned to Galveston, and came to an understanding, subject to the approval of their friends remaining in Alabams. League, up to this time, had paid Judge rvices for an examina Thereupon, Frow and Price retained Judge Hughes, and agreed to give him a retaining fee of \$500 to conduct the litigation that might grow out of the purchase. This was in the month of June,

Frow and Price returned to Selma, Ala., and in July, Judge Watrous, with his friend League, appeared at that place, and the transaction was there perfected—League but a few days before having received a conveyance from Mrs. St. John, who held this land under a conveyance from Samuel M. Williams, the original attorney, who was the brother of Mrs. St. John. They agreed to pay League nine thousand and odd collars for the land. The Alabama gentlemen advanced the consideration, and the deed was taken from League and name of John W. Lapsley alone, Watrous and League retaining one half—that is, one quarter the five Alabama gentlemen the other tion, and the deed was taken from League in the each—and the five Alabama gentlemen the other half, or one tenth each. It is asserted by the pros ecution that it was understood by the parties that litigation was anticipated, and that it should be in The evidence of Lapsley, of the Federal Court. Frow, of League, of Shearer, and the Frow, of League, of Shearer, and the answer of Judge Watrous, are claimed as establishing this point. When Frow and Price visited the land on the Brazos, they found ten or a dozen settlers there, with houses and other improvements. They ascertained that there were head-right certificates located upon it. Litigation was talked about, and Hughes was retained to take care of the litigation and to institute the suits, before the transaction was completed. League afterward in transaction was completed. League afterward, in receiving a portion of the money, said that he had received \$500 and paid it over to Hughes as his retainer, pursuant to the agreement of Frow and

Price, at Galveston, in June.

It is alleged that Judge Watrous knew all the particulars of the transaction, and expected that suits would be brought in his own Court when he entered into the arrangement.

Hughes, on Jan. 11, 1851, brought eleven suits. The writs were served on the defendants and they appeared by their counsel. Howard and Swelt appeared for Spencer, and John W. Taylor for the other defendants. The cases remained on the docket in Galveston until the Winter of 1852, when, upon the application of Taylor, they were removed to Austin, it being within the district where the lands lie and the defendants reside. Nothing was done with the cases there. They re-mained upon the docket until December, 1854, when Hughes applied for their transfer to the Circuit Court of the United States at New-Orleans for trial; and it was alleged upon the docket as a reason for their transfer that Judge Watrons had an interest in the suits, and that he was related by od or marriage to some of the parties, which latter fact does not appear. Some of these cases have been tried in New-Orleans, and others remain to be tried.

It is alleged in the memorial of Spencer that Judge Wafrous secretly engaged in this speculation, intending and designing to sit on the trial of the causes which would arise. In proof of this it is stated that Judge Watrous was the first to suggest the propriety of introducing a citizen of another State into this speculation, so that the jurisdiction of his Court might become available. The legal title was vested in that citizen alone, who had a less interest in the property than either League or Judge Watrous. A deed of trust was made which conceuled the interest of Judge Watrous in the property, and that deed has not been recorded to this day. A note was given jointle by I Judge Watrous. Watrous for their part of the consideration money,

not payable till the expiration of five years from its date. It is inferred from this that not a cent was even expected to be paid out of the pocket of Judge Watrous, but that his liability would be discharged out of the proceeds of sale. Spencer swears that although he attended the Courts at Galveston and Austin, he never heard of this in-terest of Judge Watrous until about the time the cases were removed to New-Orleans for trial, which was nearly four years after their institution in his Court; and Taylor, counsel for others of the defendants, swears that although he has a faint recollection of something having transpired in relation to the Judge's interest before the cases went from Galveston to Austin, still be is satisfied that he could not have known of the existence of that nterest, otherwise he would not have applied for their removal to Austin, for Judge Watrous pre sided there, and the same difficulty would exist The accusers of Judge Watrous maintain, in brief that it appears by the evidence that the ultimate purpose was that there causes should be instituted in his Court and transferred to the Circuit Court at New Orleans, so that trials before Texas Juries would be avoided; and that is the point in this part of the case against him. He is charged with a de-liberate attempt to remove these cases from the Courts of Texas, to deprive the people of Texas of trials before Juries of the vicinage, to impose on them the necessity of changing their counsel, and all the inconveniences and disadvantages of increased expenses which would result from their removal hundreds of miles further from their homes, and the same distance nearer the residence of the other party, and to have done this for his own aggran-

It is also charged against Judge Watrous that he sat upon the trial of cases in which he was interested in the questions involved. Promident among ose cases was that of Ufford agt. Dykes, tried in his Court in 1855. Ufford claimed, under a grant or concession, made, or purporting to have ade, by the Government of Coshuila and Texas in 1832, of 33 leagues of land. It is maintained in 1832, of 33 leagues of land. It is maintained that the decision of this case involved the decision in the Lapsley cases, in which Watrous had, as shove stated, a large pecuniary interest. Incidental to the case is a question about the authenticity of a power of attorney to sell the land given by certain Mexicans at Saltillo. The accusers of Judge Watrous maintain that this document was a forgery. and that the Judge was concerned in the unproper procurement of testimony to substantiate it.

summed up in the Report from the Judiciary Committee adverse to him, are these:

"First: That while holding the office of District Judge of the United States, he engaged with other persons to speculating in immense tracts of land situated within his judicial district, the titles to which he knew were in dispute, and when litigation was inevitable. In brief, the charges against Judge Watrous, as

was inevirable

"Second: That he allowed his Court to be used as an agent
to aid himself and partners in speculation in lands, and to secure
in advantage over other persons with whom higstion was ap-

prehended.

"Third: That he sat as Judge in the trial of cases where he was personally interested in questions involved, to which may be added a participation in the improper procurement of testimony to advance his own and partners interest."

The fullest defense that has yet been made of Judge Watrous, was the speech yesterday by Mr. Tappan of New-Hampshire. Mr. Tappan began by explaining the apparent inconsistency of his own action in the matter. As a member of the Judiciary Committee of the XXXIVth Congress, he gave his assent to the impeachment of Judge Watrous while as a member of the same Committee of the XXXVth Congress he has signed a Report exonerating the Judge. When the subject was before the Committee of the XXXIVth Congress, the proceedings were entirely ex parte. Neither Judge Watrous, nor any of his friends, was before the Committee. The papers in the case were never examined by any member of the Committee except, perhaps, by the one who drew the Report. Little attention was given to the case by the Committee, while there was a great pressure upon them in favor of the prosecution. There was clamor on all sides against Judge Watrous. No man said a word in his favor. The Committee reported in favor of impeachment, without having made an investigation into the case or taken any testimony.

But the Judiciary Committee of this Congress

pursued a very different course. They went fully into the investigation. Testimony was taken on both sides. Judge Watrous was permitted to come in and defend his cause, and to produce witnesses. Mr. Tappan said that from the clamor that had been raised, and from what he had heard about the case he had imbibed a great prejudice against the Judge. It was with difficulty that he could bring his mind into a condition to weigh the testimony fairly and impartially. endeavored to do this, and had arrived at the conclusion that there was no evidence to sustain the charges against Judge Watrous.

A great clamor had been raised in Texas against

the Judge, and resolutions against him had been got through the Legislature of Texas, but the fact is that this clamor and these resolutions originated in the dissatisfaction that was created by a decision made by him in the case of the Union Bank agt. Stafford, a decision sustained by the Supreme Court of the United States, before which tribunal the question was subsequently carried. That decision decided the construction to be given to the statute of limitation of the State of Texas, and touched the pockets of a great many people who had gone to Texas from other States to avoid the payment of their debts. It was contended by these people that the statute of limitation commenced running at the time the debt fell due, no matter where the debtor then resided. Jude Watrous decided that the statute ran only from the time when the parties came under the jurisdiction of the Court of Texas. This decision affected the property of a numerous and powerful class, who imme diately raised an outery against the Judge, which they have ever since kept up. Strong and bitter prejudices were excited against him also by another decision affecting the titles to certain lands, which decision, though against the popular feeling in Texas, was sustained by the Supreme Court of the United States before whom it was brought on ap-

Mr. Tappan declared that there was not a sein tilla of evidence even tending to prove that Wat-rous ever contemplated sitting as Judge in his own cause. Even Simon Mussena, who drew the memorial, himself a disappointed litigant in Judge Watrous's Court, and who has pursued the Judge with indefatigable zeal and pertinacity, swears that he has no knowledge of the truth of the charges contained in this memorial. The evidence is all the other way, and shows that when, contrary to Judge Watrous's expectations and wishes, a suit did find its way into his Court, he took the earliest opporto disclose his interest, and made no or ruling in the case, save only the one he was obliged by law to make, and that was to remove it to the nearest Circuit out of the State of Texas for

The first charge of that portion of the Judiciary Committee who recommend the impeachment of Judge Watrons, is, that the Judge engaged in a land speculation in his district, the titles to which land he knew were in dispute, and that litigation was inevitable. Even if it be granted that this was inevitable. Even it it be granted that this proposition is true and proved by the evidence, Mr. Tappan denied that it constituted any such "high crime" or "misdemeanor" as ought to subject a Judge to impeachment. The maintenance of such a doctrine would wholly preclude a Judge of any Court whatever from purchasing land where, by any pessibility, the title might come in dispute. Suppose, for the sake of the argument, that Judge Watrous, being perfectly satisfied that the legal title to the land he was about to purchase was good, actually did know that persons had squatted upon it without right, who might occasion litigation in regard to it, must be be com-pelled to stand aloof from the purchase for any such reason as this, under pensity of an impeach-ment? And yet that is all there is in this case. The title to the land was really beyond question. It had been settled by the Texas Courts, and Judge Watrous knew it. Spencer and the others were mere squatters upon the land, without right or ti-tle; and this point has been so decided by the highest Courts in the country-by the Circuit Court at New-Orleans, and by the Supreme Court

at Washington.
Will it be contended, asked Mr. Tappan, that a Judge in the State of Texas, or in any other State, cannot purchase his neighbor's farm, the title to which he has good reason to believe is perfect, because he happens to know that some persons have wrongfully entered upon it, and litigation may become necessary in order to remove them? And yet Judge Watrous has done nothing more than

this, even admitting that the fact is as the Com-

mittee state.

But Mr. Tappan said that he denied most em phatically that Judge Watrous knew that "lit ga"tion was inevitable," or that the proof fairly sustains this charge. On the contrary, the evidence
is that the whole subject of the purchase or speculation was brought incidentally to his notice, without any deep laid plot or scheme to have any ques-tions that might arise tried in one Court or another. When first brought to Judge Watrons's notice, it appeared that if the purchase could be effected something handsome must inevitably be made out of it; for, in relation to a considerable portion of the tract, there were no adverse claimants, and the original title not only appeared to be undoubted but there was also a cumulative title, growing out of head-right certificates which and been purchased in, and which, to this large portion of the tract, mide the title wholly beyond dispute or question. On looking into it futher, Judge Watrous also ascertained that the main questions as to the title, any should by possibility arise, would be settled in the Supreme Court of Texas in the case of Han-Supreme cock and McKinney (7 Texas Reports), in which Judge Watrons's brother was interested. And the whole tenor of the testimony goes to show that Judge Watrons, from the beginning, wished and expected, it any lifigation should arise, that it might be had in the Texas Courts. And why should he not desire that the litigation there! It was most manifestly for his interest that it should be, for it is not controverted that questions as to this or similar titles were before the Texas Courts, and would be settled favorably

There is no evidence that goes to prove that either of these parties supposed that the title was so far in "dispute" as to render "litigation inevi-table." The testimony of Mr. Lapsley shows that he went into the purchase of the land anticipating litigation as probable, although he states that he did not know but that the squatters might give "up the land; if not, he intended to sue them." He gave his instruction to his counsel (Judge Hughes), and Judge Watrous had nothing to do with it. All parties seemed to have the ut-most confidence in Judge Hughes; for, as a real-estate lawyer, he stood deservedly at the head of his profession in Texas. Mr. Lapuley preferred to have the suits brought in the Federal Court on account of the prejudice which he understood existed n Texas against claims of this character.

Puring the negotiations in Selma, Alabama, Judge Watrous was present a part of the time but took no part in the discussion as to the title. The testimony shows that Lapsley may have contem-plated a suit in the Federal Court, but there is nothing to show that Watrous had any connection with such a purpose. On the contrary, he always wished the litigation, if any was necessary, to be the State Courts. The suits were brought in the Federal Court against the expressed wish of Judge Watrous, and without his knowledge. On

is point the testimony is abundant and clear.

Mr. Tappan maintained, however, that whether Judge Watrous had knowledge of the fact or not. was of no consequence. If the original purchase of the land by the Judge was right and proper—if he went into it in good faith, in the hope merely that he might by the speculation better his embar-rassed circumstances, believing that there would be no protracted litigation in the case, as the evidence clearly shows he did believe, and without any design of improperly using his own Court to advance his own private interest—then, if subsequently liti-gation, contrary to his expectation, did arise, he had a right to direct and advise in regard to it, and in so advising has done nothing worthy of impeach-

But even if it should turn out that Judge Watrous, learning incidentally of this opportunity to purchase this tract of land, and thereby legitimately make some money by the operation—having good reason to believe that the case of Hancock and Me Kinney, and other cases in the Texas Courts, would settle the question of title, if any such ques-tions should arise—he would not be compelled to forego the purchase, even though in order to raise the money he might be obliged to apply to friends residing without the State of Texas. He-did so apply. Mr. Lapsley, and other gentlemen of Selma, Ala., where Judge Watrous had formerly resided, and who were his personal friends, were brought into the purchase. There was nothing wrong or improper in all this; there was nothing improper in vesting, for convenience, the legal title in Mr. Lapsley, provided that there was no inten-tion on the part of any of them to use the position of Judge Watrous to advance their own interest. And if Mr. Lapsley afterward found it necessary. or in any way preferred to institute proceedings in the Courts of the United States, he only did what he had a right to do; he only exercised a right which the Constitution and the laws gave him.

But it is charged that Judge Watrous allowed his Court to be used to aid himself and partners in the speculation. But how and in what way did he allow his Court to be used for any such purpose? The fact that Judge Watrous was interested in the rehase, was no reason why Mr. Lansl not bring his suit there if he desired. ferred to bring it in the Federal Court, rather than the State Courts of Texas, the only way he could do so was to commence proceedings in the District Court, and then have the cause removed for trial agreeably to the provisions of law in such cases made and provided. When the suits were com-menced in the Federal Court, Judge Watrous was bsent at the North, and it was done without any conference with him, and without his knowledge. Upon this point the testimony is distinct and clear.

Mr. League states that, when the Judge learned that the suits were brought in his Courf, he essed his dissatisfaction in strong terms. Whe e cases were reached upon the docket, Judg Watrous refused to have anything to do with them, on account of his interest, which he then disclosed. He did not conceal his interest, but, on the con-trary, made it known at the earliest posible opportunity, as is proved, not only by the testimony of numerous witnesses, but by the records of the Court, which were produced before the Commit tee. An agreement was made by the counsel for the parties to substitute some member of the Bar to try the case, in place of Judge Watrons. Why this agreement, if his interest was not well understood by all concerned? The suits were commenced by Lapsley in January, 1851, and this agreement was made at the April or May term agreement was made at the April or May term, 1851, showing that at that early day Judge Watrous had disclosed his interest. At the January term, 1852, the cases were removed to Austin, by the agreement of counsel, and in 1854 were transferred to New-Orleans for trial, by the order of the Judge, upon the plaintiff's motion. This was the only order made in the case by Judge Watrous, and one that he was compelled to make by law. In 1852, finding that his purchase of the land was objected to, Judge Watrous procured the com ocement of suits in the State Courts, according to his original desire, at the expense of \$200 to himself, in the hope that Mr. Lapsley would con-sent to try them, instead of those in the Federal Courts; but Mr. Lapsley refused to do so, and insisted on his right to have them tried in the Fed

How, then, does it appear that Judge Watrous allowed his Court to be used improperly to advance his own interest, or that anything was done that was not proper and lawful? as not proper and lawful? And how does the ase stand at this point upon the testimony? It is be purchase of a part interest in a tract of land by the purchase of a part interest in a tract of man by Judge Watrous, in connection with gentlemen of the State of Alabama, of the very highest respectability, and Mr. League of Texas, of equal respectability and standing. The contract is offered to the Alabama gentlemen on account of their ability to furnish the necessary funds. The contract is fair and bona fide, and Mr. Lapsley states that he and his associates would have gone into no other. There was no concealment even spoken of in the case, and there was no need of any. It was executed in a public room, written by Mr. Lapsley's clerk, and public room, written by Mr. Lapsley's clerk, and witnessed by Mr. Edwin Shearer, who made it a subject of conversation with the clerks, marshals, &c., in Galveston, at the time of the issuance of the writs. It was talked of by Judge Watrons during the Summer of 1850, to his friend, Major Holman, in New-York and Philadelphia. Where, then, is the evidence of concealment or unfairness in this transaction? The testimony does not show it. Will you visit with the terrors of an impeach-ment, a Judge for exercising the right common to very citizen, the right to purchase land? It comes at last to this, for the testimony dis-

closes nothing else. All that was afterward done—the bringing of Mr. Lapsley and the other the purchase, the institution of the outs in the Federal Courts, the removal of the same to New-Orleans for trial-follows as a necessary incident to the exercise of this right, unless something else has been done which cannot be assended. What are the facts? It is said that Judge Watrons concealed his interest: but, as has been shown, when the Judge reached the first of the Lapsley cases, he announced his lability to try them, and refused positively ar a peremptorily to make any orders in them: "pon this point the testimony is abundant and hear. Jones, Hughes, Love, Cleveland, and e records of the Court at the January term. 1852, leave no doubt on this important point, agreement between the counsel, the cases were c

tinued, and by an agreement in open Court they were transferred to Austin for trial. The cases were wansferred to Austin, and were continued by consent. They were afterward re-moved to New-Orleans for trial, upon the motion of the plaintiff's counsel. This order for their re-moval was the first and only order made by Julge Watrous in the cases. He could not have made it at an earlier period. The law is, not that a Judge shall transfer a case in which he may happen to be interested, when he makes that interest knewn, or at any other time that may suit his convenience; but it can be done on the motion of either party; and, until that metion is made, he has no power to act. In this case the Judge made the order as soon as the opportunity presented itself, and the cases were not retained in his Court by anything that he did, a single day. It is expressly proved that the cases were continued by consent, which shows most clearly that the defendants were not

isjured by the delay.

The third specification of that portion of the Judiciary Committee who favor an impeachment is, that "Judge Watrons sat as Judge on the total "of cases where he was personally interested, case of Ufford vs. Dykes, which was tried by Judge Watrous. Mr. Tappan states the facts in the case

thus:

It appears that three Mexican citizens, Raphael
de Aguirre, José Maria de Aguirre, and Thomas
de La Vega, jointly applied to the Mexican authorities for a grant of eleven leagues of land. The concession was made, and, upon that concession, there were issued three sparate grants of eleven legues, one to each of the applicants-not one grant of thirty-three leagues to the three in common. The three joined in a power of attorney, making one Samuel M. Williams the agent to sell the land of all the three persons, who signed the power. In making out the grants at the Land Office, the name of Raphael de Aguirre was inserted in two of the grants by mistake, and the name of José Maria de Aguirre left out altogether. These, grants were located a long distance apart. Thomas de La Vega's was located upon the Brazos River, near the Waco village; the grant to Raphael de Aguirre upon Williamson's creek; the other grant was located upon the Brazos, at the mouth of the Bosque. It was a part of the La Vega grant which Judge Watrons bought. Suits were brought upon the title in his court by Mr.

John W. Lapsley of Alabama, as has already appeared, in whose name was taken the deed from
Mr. League, the vendor. Judge Watrous had an Mr. League, the vendor. Judge Walrous had an outstanding equitable title in a part of the lands embraced in the grant. When the suits were reached at the call of the docket, at the term to which they were returnable, the Judge revealed his interest and refused to make any order in them. The cases were transferred to Austin, and afterward transferred to New-Orleans for trial. A suit was brought upon the grant of Raphael de Aguirre, which had been logated upon Williamson's creek. This was the case of Ufford and Dykes, which Judge Watrons tried. It will be recollected that the power of attorney under which the land had been sold was the same as that by which the La Vega tract had been sold—the power of attorney was common to the two tracts of land. Now it will be found by examining the bill of exception and the testimony in the case taken before the Committee, that the power of attorney was admitted by agreement of counsel, and was not read at all, as no question was raised upon the genuine-ness of the power and no question was raised upon it. It was admitted in evidence by the counsel engaged on either side of the case, and was neither questioned nor doubted, and being in Spanish, it was t read. It had been examined beforehand by Mr. Hughes of Georgetown, Texas, the attorney of record in the case, and being a copy had be compared by him with the original, and he had satisfied himself of its correctness. Under these

circumstances the paper came into the case.

When the fact is called to mind and united to this when the fact is cathed to mind and united to this testimony, that Judge Watrous had never read the title papers in the La Vega title, and knew nothing of there being a power of attorney in the case, he might well have proceeded to pass upen the power of attorney without the least suspicion that the paper had any bearing upon his personal interest; but the proof gathered from the testimony the most incredulous that the paper was never read to the Judge, and to use the words of Mr. Potter.

'cut no figure in the case."
But if it were not so, and the Judge had known all about the character of the paper, still it would have been his duty to try the case, and if he had refused, he would have been guilty of a neglect of duty. It is indeed a fundamental maxim, that a duty. It is indeed a fundamental maxim, that a Judge should not try his own cause. It is a maxim which should never be lost sight of or disregarded. The purity of the administration of justice, upon which rests all that we hold most dear as members of society, depends upon the strict preservation of this vital principle. But what constitutes an interest in a case, such as to disquality a Judge from presiding at the trial? This question was referred decision by the House of Lords in England to all the Judges. The answer was returned, in the name of all the Judges, by Baron Parke, and the interest was determined to be the same as that which would disqualify a witness. (See House of Lords cases, vol. 3, page 786, Dinns agt. Proprietors of the Grand Junction Canal Company.) This case is entirely conclusive; for no one can pretend for a moment that if a person situated as was Judge Watrous had been offered as a witness, that he could have been excluded. The interest which excludes a witness is a direct interest in the event of the suit. If it is remote, contingent, consequential, it does not affect the competency of the wit

Now, what interest had the Judge in the case fore him, either direct, which would have gone to the competency, or remote and contingent, which would have gone to the credibility? None at all; the event of the suit could not by possibility affect his interest in the least conceivable degree. The case in which he was interested had been transferred to New-Orleans for trial—the issue of the trial of Ufford agt. Dykes could not be used as evidence in the case of Lapsley agt. Spencer; nor if the decision were ever heard of by Judge Campell, would be regard a nisi prius decision of a District Judge as of the least weight as authority. There is no possible aspect of the case of Ufford agt. Dykes, no conceivable contingency in which it can made to affect in the most remote degree the

iterest of Judge Watrous.

This summary of the case I believe embraces the ain points of the charges against Judge Watrous, and also of Mr. Tappan's speech, which has been pronounced by the Judge himself to be as complete a defense as he could desire. In conclusion, Mr. Tappen remarked that on a thorough and impartial review of the charges and evidence in this case, Judge Watrous will be found to be more sinned gainst than sinning.

DISTRICT OF COCMBIA .- A statement from the Register of the Treasury, of expenditures in the District of Columbia, laid before the Senate by the Vice-President, gives the items of expenditure in detail up to the close of the present fiscal year at \$24,715,552 16. The number of lots originally held by Government was 10,118; the number sold by the Government was 10,118; the number sold by the Government was 2,230, at \$811,642 58; number unsold, with title in Government, 118; assessed value, \$6,969 30; number given to the Georgetown and Columbian Colleges and St. Vincent's Washington City Orphan Asylum, 783; assessed value, \$70,600. The assessed value of individual property, personal and real, is \$34,720,424. The assessed value of Government reservations, exclusive of the reservations formed by the intersections of of the reservations formed by the intersections of streets and avenues, \$13,412,293.36. The cost of pub-lic buildings, including furniture, statuary and paint-ings, is \$14,769,338.09.

FROM PHILADELPHIA.

HOW THE OPPOSITION CAN UNITE-THE CIVIL-DATION SOCIETY-THE POST-OFFICE JOB-CONSUMPTION OF COAL - A NEW ALMS-HOUSE -- TRIAL OF COAL-BURNING LOCO-MOTIVES.

From Our Own Correspondent.
PHILADELPHIA, Dec. 13, 1858.

centrated on an Opposition candidate for the Presidency in 1860, has excited much remark, discussion, and a very general approbation. The Americans here are willing to regard it as a large concession from the Republicars, and are by no means disposed to be captious or exacting. Their conduct in our late City and State elections affords abundant evidence of such a disposition. They went into the People's Party as energetically as did the Republicans. The good faith with which that coalition was formed was maintained unbroken at the polls, nor has there been the slightest bickering or jealousy among them over the disposition of the fruits of the common victory. The good faith in which the union originated has been semented by a generous regard for the claims of each when the honors came to be divided. In this State, then, the Opposition is compact and potential. It is so in New Jersey, and ought to be in New York. These States thus secured, they are in a condition to indicate the course which all the other Opposition indicate the course which all the other Opposition States should adopt in 1860. The TRIBUNE has very opportunely held up the true light by which our future pathway can be made the high road to victory. The Americans of Pennsylvania will as heartily support a moderate Republican for Presi-dent as the Republicans themselves, by giving them the Vice-President. But taking the alternate proposition, the Republicans will go enthusiastically for a mederate American President, with a Republican V.c. Pledges as to the Slavery propaganda need not be insisted on too stringently, as even on this vital same we all understand each other well enough as That aggressive despotism has gone so far as to stagger the forbearance of the whole American party, just as it has split up and disintegrated the Democracy itself. The people have spoken so un-mistakably on this question, that any Republican President whom the Americans might adopt, or any American whom the Republicans might endorse, could be safely trusted as sure to put his foot upon the neck of the now prostrate monster. Every way he would gain more by being honest, than by proving himself to be dishonest. On exactly such a programme as this, New-Jersey elect-ed her present Governor, though the Democracy carried three of her five Congressional Districts. That State would cheerfully adopt and triumphantly sustain either proposition of THE TRIBUNE. If you can prevail on the three States already named to unite harmoniously upon one of them, even at the cost of some modification of the details sug-gested, an exterminating conquest of the sham Democracy will be your reward. Such an event will be the crowning obligation which the giant efforts of THE TRIBUNE in the cause of Freedom have already imposed on the whole American People. The seed you have cown broadcast over the land, though sometimes falling by the wayside, and sometimes upon stony ground, has, nevertheless, taken root in the good soil of a million human hearts, and is already ripened into an abundant harvest of

Emancipation on the green slopes of once-subjugated Kansas. I can bear testimony to the disinterested philanthropy of Mr. Benjamin Coates of this city, in his effort to throttle the Slave-Power and elevate the negro through the agency of the African Civilization Society. Like all men at the head of every great and good enterprise, he has been attacked in quarters from which sympathy and encouragement only ought to have proceeded. But how vast an idea it is that he is seeking to realize—the supplent-ing or the stave-grown cotton of America by the free-grown cotton of Africa. His excellent pam-phlet shows conclusively that it can be done. That pamphlet ought to be circulated by millions. contains a mass of facts proving that the Civilization Society can, in time, revolutionize the cottontrade of the world. The Society is already under respectable headway, gaining more knowledge of condition of Africa, making new friends out of old opponents, and from present appearances will take high rank among the humanitarian enterprises

of the century.

We hear no more of our new Post-Office than you do of yours. Either the poverty of the Treasury or the completion of details as to how good a private job it shall be, and who shall be the gainer by it, causes this much needed improvement to hang fire. At present the office is kept in a private house in Dock street, badly contrived and very inconvenient-up high steps into a narrow entry, where stands for newspapers and peanuts abound making the place a constant and disagreeable jam. A fine store on Chestnut street, next to the late United States Bank, now the Custom-House, has been purchased conditionally for a Post-Office. The lot is 29 feet front, and the price \$75,000. As the lot is evidently too small, it is proposed to ruin the appearance of the fine marble Custom-House, by adding 21 feet from that lot. This will make it lop-sided affair, and utterly destroy all its archifectural proportion and beauty. To help out the financial abortion, it is said the old Pennsylvania Bank building, for which the Government paid \$250,000 in flush times, is to be worked off into the new Post-Office at \$140,000. There are persons here who feel quite certain that, though the Government lose heavily by the operation, there will be somebody sure to make a profit.

A well-posted coal-dealer tells me that the conumption of coal in 1857 was 316,000 tuns less than in 1856, and that the consumption of this year will be full 500,000 tuns less than in 1857, making 1858 fall 814,000 tuns less than 1856, notwithstand ing that the annual increase of consumption is 15 25 per cent. The hard times have not only checked all increase, but greatly reduced the for mer consumption. This does not include the de-creased consumption in Virginia, Maryland and the West. In 1857 foreign coal was imported to the extent of 238,192 tuns. The import of this year

extent of 25,192 time. The import of this year must have fallen off very considerably.

It is singular how short-sighted are most American municipalities. In all their great public undertakings they provide only for the present, instead of also providing, by a little additional outlay, for the future of a growing community. Several instances of this cheap folly have occurred among us. Our House of Refuge was soon found to be too small to accommodate the throng of children whom the Courts consigned to it, and a far more expensive one was accordingly built. The basin at Fairmount became too small to contain the supply of water necessary for the city, and additions were onstructed. Then the gas works were found to e entirely inadequate to the wants of the commu-ity, and new works of vast magnitude were erected. Quite a catalogue of similar follies might e made. At the foot of it would stand our immeuse Biockley Aimshouse, perched on the bank of the Schuylkill, in what is now West Philadelchia. When built, some years ago, it was cer-ainly far away in what was then called the country. Now, it is encroached upon by fashionable cemete ries, fancy cottages, omnibuses and passenger rail-ways. The number of paupers in it has become too large, and the buildings too small. Where hundreds were aforetime housed and fed, there are now thousands. So, the huge pile must come down and be rebuilt, for the third time, clearaway among the rural districts, on a farm, where the paupers may raise their own grain, and if need be, grind it into flour on the tread-mill. Councils have grind it into flour on the tread-mill. Councils have appointed a Committee to inquire into the propriety of removing the establishment into the country. They hope to save money by being thus enabled to maintain their 3,000 paupers at a cheaper rate than where at present located.

It is said the Pennsylvania Railroad Company are

bout giving a thorough and impartial trial coal-burning lecomotives, with grates and fire boxes invented by Fhelegher, an American, and Dimpfel, a Prenchman. Anthracite has been found to be a much cheaper fuel than wood, for steamers and locomotives; but it is ruinously de-structive to the grate bars. To prevent their rapid destruction is the great study of inventors, as

well as of railroad managers. Numerous locomo well as of railroad managers. Numerons locomo-tives have been fitted up with new contrivances for this purpose, but most of them have been failures. It is probable a decisive settlement of the question will now be had by the proposed trial on the Penn-sylvania Road. The Directors intend it shall be conducted without prejudice or favoritism, with a view to the interests of the railroad alone. The forests along the tracks of all the great roads are fast melting away, and fuel is annually rising in price. It is strange that in this inventive nation The proposition put forth in THE TRIBUNE of no contrivance has yet been produced to meet the requirements of so many roads for whose wants our the 9th instant, indicating two plans whereby the whole Opposition vote of the nation may be con-

coal is so accessible.

Some \$1,000 bonds of Lawrence County, in this State, issued for railroad objects, were last week sold at auction at 20 per cent. The county repudiates, refuses to lay taxes to pay the interest, and like Allegheny and Washington County, lets the like Allegheny and Washington County, lets the whole thing slide. The conduct of the latter county is especially infamous. The Hempfield Railroad, for which her bonds were issued, is in operation to Wheeling, and her citizens are resping the benefits in reduced cost of freights and travel. Yet they, too, let principal and This wholesale repudiation is a foul blot or the integrity of Western Pennsylvania, and buyers should fight shy of all county bonds.

THE CASE OF THE HERMANN.

Capt. Cavendy sends us a letter, in explanation of his withdrawal from the command of the steamship Hermann, from which we learn that Capt. C. does no know Join E. Body, nor the American Atlantic and Pacific Ship-Canal Company, never had any business with, our received orders from, them, and that all contrary statements are talse. In ordering the steamship Hermann to proceed direct to San Franciso, and in voluntarily retiring from the command of the ship at Panena, he was not influenced in the slightest degree by regard for the interests of the Pacific Mail Steamship Company, the Panama Railroad Company, Cornelius Vanderbilt, nor any other corporation or person

Capt. Cavendy proceeds to detail his voyage from New-York to Valpariso, where he received instructions from his agent in New-York to go to Panama, and await the passengers by the Washington, who were to eress the Isthmus. Capt. C. says:

cross the Istamus. Capt. C. says:

"I accordingly proceeded to Panama, where I arrived November 9, and there was informed, both by the merchants of Panama and by passengers en route to California, as well as by private advices from my friends in New-York, that the Washington could not come out; that her advertisement had been withdrawn from the New-York papers by order of her real owners; that my agent in New-York had advertised the Atlantic and Baltic. Tickets had been sold for the two former ships, and the interposition of the Mayor had been invoked to compel the return of the money paid, as the owners of the said ships distinctly denied having sold or chartered them, all of which was corroborated by the New-York newspapers, to which I now refer the public. I met at Panama a young man who represented himself as the agent of the New-York, California and European Steamship Company, who handed me an open note—viz: "You will proceed to "San Juan del Sur, and there wait the Washington's "passengers"—when the following dislocus took place: I asked, "Where are your credentials!" He handed ne an open note—viz: "You will proceed to "San Juan del Sur, and there wait the Washington's "passengers"—when the following dialogue took place: I asked, "Where are your credentials!" He replied, "I have none, Sir." I then asked, "Have you nothing from the Company!" He said, "Nothing but this note." I asked him if he had brought any funds for the ship's disbursements. "To which he replied, "Not a cent." I then informed him that, considering the circumstances under which I was placed, I could not regard him as the agent of the ship. He went up with the Hermann without my knowledge, leaving his hotel bill (\$23.50) unpaid. There was at Panana 182 tune of coals, held for freight and charges out from New-York, for which I had no money to pay, and therefore could not reach it. I had coal and provisions enough en board to take the ship to San Francisco, provided I had good weather, no detention and used every economy. The ship had no money nor credit, her had I sufficient for my personal expenses and that which I had was realized from the wine room, in which the ship had no interest, and therefore was unable to purchase a pound of coal or an onnee of provisions for the ship's use. All I could get was 600 pounds of butter, which is still unpaid for; and that was indispensable for the use of the passengers already on board. Here I received advices of the serious illness of my family, like wis-that a note, which I had unfortunately indered, and which had been discounted and the preceds used in the original purchase of the ship, and which had not been paid, notwithcounted and the proceeds used in the original purchase of the ship, and which had not been paid, notwithstanding the repeated assurances of my associates up to the hour of my departure (process being at that moment served on me) that the rote would positively be paid the next day, and without which positively promise I would not have sailed. They allowed judgment to be received against me for this note and my promise I would not have sailed. They allowed judgment to be recovered against me for this note, and my family was only saved from being turned into the street by the interposition of a friend. My passengers, who had already been on the stip for 80 days, were chamorous for the fulfillment of their contract made in New-York, and insisted on being conveyed direct to San Francisco, having already stopped at three ports. Mr. W. L. Hobson, of Valparaiso, a large creditor of the ship, also demanded that she should proceed at once direct to a port under American jurisdiction. I had no reason to believe the Washington would arrive out at all, and all these forugoing circumstances made up my judgment, which was confirmed by the merchants of Panama, and by Amos B Corwine, eeq. United States Consul, and the neconfirmed by the merchants of Panama, and by Amos B Corwine, esq., United States Consul, and the necessities of the ship all required that I should order her direct to San Francisco. This course I pursued, and the Hermann sailed from Panama on the 11th November, under the command of my chief officer, Capt. Patterson, a gentleman well known in this city, and of unquestionable qualifications.

"Upon the arrival at Aspinwall of the Illinois, Nov. 16, five days after the departure of the Hermann, I first learned that the Washington had sailed from New-York on the 6th November, with passengers for

New-York on the 6th November, with passengers for San Juan del Norte, to meet the Hermann at San Juan del Sur. By the Illinois came Dr. Pierson, a di-rector of the California, New-York and European Steamship Company, whom I met at Panama, on his Steamship Company, whom I met at Panama, on his way to San Francisco, as the accredited agent of the said Company, to whom I suggested the propriety of remaining at Panama to provide for the Washington's passengers, and asked him why he did not come out in the Washington, she having sailed the same day! To which he replied that he had nothing to do with the passengers of the Washington, thus evincing that he had no confidence himself in the Washington's passengers of the washington. gers getting through."

Capt. Cavendy appends, in corroboration of his statements, a note from the principal merchants of Parama, with the United States Consul's certificate; also an article from The Panama Herald of Nov. 18.

SENATOR SUMNER NOT TO RETURN THIS SESSION.

Corresponde of the Evening Post.

Parits, Nov. 25, 1878.

Mr. Summer leaves here this week for some quiet town in the South of France. He had a consultation of physicians last week. They assured him that he would recover, but it might not be for six months more, and that in any case he must abandon all hope of returning heme for this session of Congress. He seems much perpiexed about this absence from public duties, though encouraged by this promise of certain altimate recovery. Mr. Summer had been so confident of an early return to the Senate Chamber, that more than two months ago he had engaged his rooms, and made every arrangement to pass the Winter in Washington.

TEXAS .- The Galveston News of the 2d inst., far-

nishes the following intelligence:
"Col. J. A. Wilcox of San Antonio, is announced to

candidate for Congress from the Western District of

Texas.

"The Ranger says that it has it from reliable astherity (an irtimate personal and political friend of Gen. Houston) that the General will again be a cancidate for Governor, and that a Houston tacket for Representatives will be run in every county.

"Among the passengers by the Orizaba we have had the pleasure of seeing Major Ben McCulloch and Mr. Rose, who are now on their way to Arizona, as account Government agent, according to the dis-

Mr. Rose, who are now on their way to all special Government agents, according to the dispetches, but we are suly authorized to say that the object of their mission is of a private character, a smely, to make a purchase of lands in Sonora for a Company ith which they are connected.

DIVORCE IN INDIANA,-The divorce laws in sev-

DIVORCE IN INDIANA.—The divorce laws in several of the Western States are simply laws to encourage adultery. It is much easier for a husband or wife to procure a bill than to collect a debt of \$10.

An effort has just been mode in Indiana to abridge the existing faculties. Hitherto any one, wherever residing, could avail himself or he reel of the telegraphic process provided by that State. A bill has just passed the Senale requiring a year's residence in the State and a six months' residence in the county where the application is filed, before the petition can be entertained; and also providing that "abandonment" shall not be deemed established unless it shall have extended through a period of one whole year! This readers the term of "residence" and the period of "abandonment" identical.

[Albany Journal, 13th.